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The Solicitors' Journal.

LONDON, SEPTEMBER, 26, 1874.

A GRAVE DIFFICULTY has arisen in the construction of one of the provisions which our paternal Legislature has recently devised for the comfort of the subjects of this realm. By 35 & 36 Vict. c. 61 it is enacted that no person shall use or employ a steam whistle or steam trumpet, for the purpose of summoning or dismissing workmen, without the sanction of the sanitary authority, and power is given to the Local Government Board, on the representation of any person prejudicially affected by such sanction, to revoke the same. It appears from the annual report of the Board, just issued, that they have successfully interfered in one case where sanction had been given by a local authority to the use of a steam whistle. But in another case "where many whistles were complained of," the question arose whether the complainant could be considered as prejudicially affected by any particular whistle. The question was referred to the law officers of the Crown, and, acting upon their advice, the Board "refused the application, on the ground that it was impossible to discriminate between one noise and another, and that it was the aggregate rather than any particular part of the total sound which caused the annoyance." It thus appears that the labours of the Legislature have been crowned with this triumphant result—the intervention of a Government department may be obtained to stop a solitary whistle, but two or more whistles or trumpets may rend the air with impunity, so far as the Local Government Board are concerned.

ATTENTION HAS SEVERAL TIMES BEEN DRAWN of late to the distinction between the English rule of criminal law by which (subject to certain definite exceptions, chiefly introduced by statute), cognizance is taken of no crimes but such as are committed within the limits of the territorial jurisdiction, and the rule widely received in foreign countries, by which the State takes cognizance of all crimes committed by its subjects, whether at home or abroad. We lately also had occasion to refer to the extravagant lengths to which our legislation on the subject of extradition seemed to be running; but we were not prepared for the statement which we find in a late number of a French legal journal with reference to a law recently passed by the French Legislature on the subject of merchandise marks. "Since *all* international treaties on the extradition of criminals enumerate the crimes specified and punished by the 140th Art. of the *Code Penal*, the French Government will have the right to claim the extradition as well of *foreigners* as of Frenchmen who have rendered themselves guilty" [by which we must understand, "who are accused"], "whether in France *or in the foreign country*, of the fabrication or use of the stamps and brands of the State." This is startling intelligence. It would indeed astonish Englishman to find that they were not only liable to be punished in England for offending against a French law, but that their own Government would, on an accusation being preferred against them of such an offence, hand them over for trial to a foreign jurisdiction. We need hardly say that this view, which is founded on the French principle of criminal law above referred to, is erroneous; but it is worth while to see the nature and extent of the demands that are likely to be preferred in some quarters, that we may be more alive than we seem to have been of late years to the legislation and diplomacy that almost yearly take place on this subject.

THE BANKRUPTCY ACT OF 1869 is understood to have been framed to carry out the views enunciated by the Chambers of Commerce, yet it seems from the report presented to the meeting of the Associated Chambers on Tuesday last, to have failed in many important respects to satisfy their wishes and expectations. It needed little sagacity to foresee that the success of the system established by the late Act, placing the power in the hands of the creditors, depended upon the way in which that power was used. The committee of the Chambers of Commerce, appointed to consider the subject, do not admit that practical experience has shown that the principle of the Act is defective—they aver, indeed, that, as regards the realisation and distribution of assets, the law is founded on a sound principle, and, with certain (very considerable) amendments, might be made to work satisfactorily. But in one most important respect they seem to allow that no amendment will be effectual to prevent fraud and dishonesty. The provisions for "white-washing the debtor" are discussed at much length; the evil specially complained of being the swamping of *bonâ fide* creditors by the votes of creditors holding the security of third parties. The provision of section 16, sub-section 4, that a secured creditor shall, for the purpose of voting, be deemed to be a creditor only in respect of the balance (if any) due to him, after deducting the value of his security, is confined, by sub-section 5 of the same section, to "any creditor holding any mortgage, charge, or lien on the bankrupt's estate, or any part thereof, as security for a debt due to him," and does not, of course, apply to creditors holding the security of third parties, such even as a bank post bill, or any other perfectly good bill. Hence the holders of such bills can vote for the full amount of them, and thus release, or procure the release of, the debtor from further liability for his *bonâ fide* debts, while they themselves run no risk of losing anything. The remedy for this would be the restoration of the words said to have been struck out of sub-section 5 when the Bill was passing through Parliament, which would have had the effect of assimilating the law to that in Scotland, where the holders of bills can only vote for the balance after the bills have been valued. But this does not satisfy the committee. They consider that the only cure for the dishonest practices resulting from the facilities afforded for the debtor's discharge is to be found in the abandonment of the principle of giving a certain proportion of creditors power to remit debts due to other persons, and they recommend that no debtor shall be discharged from his debt to any creditor without that creditor's consent. This would, in nine cases out of ten, be to place the release of the bankrupt in the hands of those of his creditors who were most hostile to him personally, or who could afford to wait the longest, and it would plainly open the door to much private arrangement for the benefit of the obstinate creditors. In fact, this proposal to reverse a policy which for nearly a century and a half has received the sanction of the Legislature, appears to have been rather too bold for the Chambers; for, when put in the form of a resolution, it failed to meet the approval of the meeting.

AMONG OTHER RESOLUTIONS passed by the Association of Chambers of Commerce at its recent meeting was one expressing disapprobation of the 4th clause of the County Courts Bill of last session, providing for the appointment of paid assessors, on the ground that "such paid assessors

would not obtain the confidence of the public," and expressing an opinion "that the requirements of cheap, speedy, and perfectly legal justice can only be met by the co-ordination with the legal judge of honorary commercial judges." And the association further resolved, "That this view be strongly represented to the Lord Chancellor by memorial and deputation." This "co-ordination," which is to secure "perfectly legal justice"—whatever that may be—means, we presume, the establishment of Tribunals of Commerce. We have often pointed out the objections which exist to the proposed constitution of these courts; but it may be worth while to draw attention to the failure of an attempt long ago made to establish special commercial courts. In the reign of Elizabeth an Act was passed (43 Eliz. c. 12) which, reciting that actions on policies of marine insurance had been usually tried by certain merchants appointed by the Lord Mayor of London, but in time persons had proceeded in the courts of law by actions against each separate insurer, enacts that the Lord Chancellor or Lord Keeper may appoint a commission to hear causes of marine insurance, such commission to consist of the judge of the Admiralty Court, the Recorder of London, "two doctors of the civil law, two common lawyers, and eight grave and discreet merchants, or any five of them." Careful provision was made that the commissioners should meet and sit upon the execution of the commission at least once a week, and it was also stipulated (the opinion then, as now, apparently being that "paid assessors would not obtain the confidence of the public") that "no person, by virtue of the Act, might claim or exact any fee for any matter or cause concerning the execution of the commission." Yet with all these merits, in an age, moreover, when proceedings on policies of insurance in the common law courts were grievously oppressive and costly, the special tribunal fell into disuse. So completely forgotten is this court, says Serjeant Marshall, in the introduction to his treatise, where the history of the subject is fully given, "that after every inquiry I could make at the different offices in the city, I have been unable to discover where it was held, or whether any records of its proceedings yet remain." The cause of this disuse has been said to have been the jealousy of the common law courts, but the cases relied on (*Bendir* or *Denoir* v. *Ogle*, Style, 166, 172; *Delbye* v. *Proudfoot*, Shower, 396) seem only to show that persons tried to use the special court for purposes beyond the scope of the Act which instituted it, and thefore the law courts had to interfere by prohibition. A more probable cause is to be found in the remark of Twisden, J., in *Suister* v. *Coel* (2 Keb. 930) that suing before the commissioners, although expressly directed to be "without formalities of pleadings or proceedings," was "the more dilatory."

CONTRACTS CONDITIONED ON THE EXISTENCE OF THE SPECIFIC THING.

An interesting question was raised in the recent case of *Howell* v. *Coupland* (22 W. R. 691, L. R. 9 Q. B. 462). The action was for the breach of an agreement by the defendant to sell to the plaintiff "200 tons of Regent potatoes grown on land belonging to the defendant at Whaplode." It appeared that at the time the contract was made, a sufficient quantity of the defendant's land was under cultivation for potatoes to produce under ordinary circumstances more than 200 tons; but owing to the failure of the crop from disease, the defendant could deliver only 80 tons. The question was whether the plaintiff was entitled to recover damages for the non-delivery of the remaining 120 tons.

Now no one would suppose that on the sale of crop to be grown on particular land there is any warranty on the part of the seller that there shall be a crop; if there is no crop it is not so properly said that the seller is excused from performance as that the contract fails for want of an object. It was in effect the sale of a *spes*, or more strictly of a *res sperata*, and the *spes* is not fulfilled. Nevertheless the seller, though he delivers nothing, has done all that he contracted to do; for in the contingency which has happened he did not contract to deliver anything at all. The case is precisely the same if the contract is to deliver any aliquot portion of the crop; it may be more, or less, or nothing; he does not fulfil the contract when he delivers something and fail to fulfil it when he delivers nothing, any more than he fulfils it when he delivers much and fails to fulfil it when he delivers little; he fulfils the contract if he delivers whatever there is to deliver.

But when the contract is to deliver a specific quantity out of the crop, the question arises whether the seller does not warrant that the crop shall be so much? Unless there is such a warranty, it would seem that this contract must inevitably follow the fate of those before mentioned, and for the same reason; the mention of the quantity only adds another contingency to that of the previous contract, or rather for the contingency, if there shall be a crop, substitutes the contingency, if there shall be a crop of so much. It is like a demonstrative legacy. The question then will merely be, is a warranty to be implied that the crop shall be so much? In *Leeming* v. *Snaith* (16 Q. B. 275), where the sale was of the whole crop, such a warranty was implied, but that was because the words were used "*say not less than*" so much; and it was a fair inference from those words. But in *Howell* v. *Coupland* there was nothing from which to imply such a warranty but the mere mention of 200 tons, and the court held that from this no such inference could be drawn. The case may be compared with the case, say, of a sale of 200 bales of cotton out of the cargo of a particular ship.

In their judgments the court seem mainly to have proceeded upon the analogy of the rule laid down in *Taylor* v. *Caldwell* (11 W. R. 726, 3 B. & S. 826), where it was held that a contract for the use of a specific building implied the continued existence of the building, and was dissolved by its destruction. We should have thought that, on the line of reasoning indicated above, the recent case stood on a footing independent of that rule. The difficulty to be met in *Taylor* v. *Caldwell* lay in the rule that ordinarily a supervening impossibility does not relieve from the duty of performance, or rather the duty of paying damages for non-performance; but if the view above stated is correct, the recent case was not concerned with that rule, because the contract was in its very nature contingent, and the contingency which would have made performance due never happened; no condition of defeasance therefore needed to be implied.

Before passing from this case, we cannot help expressing a doubt whether in the very extreme case of *Hills* v. *Sughrue* (15 M. & W. 253), the contract ought not to have been similarly held contingent on the existence of guano in the island of Ichaboe.

RECENT DECISIONS IN PRIVATE INTERNATIONAL LAW.

I.

The recent numbers of the *Journal de Droit International Privé* (from one of which we last week extracted some remarks by M. Pradier-Fodéré) contain much interesting matter, which various circumstances have prevented us from noticing earlier, but of which we propose to give a brief and summarised view.

(1.) Several decisions occur relating to *bills of exchange*. At p. 192 there is recorded a singular attempt made in the courts of the German Empire, to oppose a summary proceeding on a bill of exchange according to the law of the Empire, on the ground that the defendant, the acceptor, was resident in England, and that the summary proceeding on bills of exchange allowed by English law must be taken within six months, which period had already elapsed. The defence was so absurd as hardly to be worth notice; but it is worth while to observe that

the German law appears to be without the equitable provision of the English statute by which, under the summary procedure, there must be an affidavit of "*personal* service *within the jurisdiction* of the court."

At p. 185 it appears to have been ruled in the same court that the period within which a bill must be presented and protested must (*as to the days of grace*) be governed by the law of the country where the presentation and protest are to take place, that is, the law of the acceptor's country.

But by far the most interesting and important matter discussed under this head relates to the laws passed in France during the Franco-German War of 1870, by which the time for protesting French acceptances, and for having recourse to the indorsers and the other parties liable, was from time to time extended for a period in the whole of eleven months, interest running, in the meanwhile, from the date of maturity. The question of the effect of these laws upon the rights of foreign indorsers has been raised in various European countries, and five decisions are recorded in the *Journal de Droit International Privé*. In four of these it has been held that the rights of indorsees against their foreign indorsers were preserved, notwithstanding that the protest would have been otherwise too late. This was the holding of the Austro-Hungarian Consular Court at Constantinople, (p. 100); of the Supreme Court of Sweden, reversing the decision of the Court of First Instance and of the Intermediate Court of Appeal, and deciding by a majority of only four to three (p. 149); of the Court of Appeal at Brussels, reversing the decision of the Tribunal of Commerce of the same place (p. 289), and of the Tribunal of Commerce of Courtrai, following the decision of the Court of Brussels, and affirmed by the Court of Appeal at Ghent (p. 213). On the other hand, the German Imperial Court at Leipsic, reversing the decision of the Kammergericht of Berlin, which had (in effect) reversed that of the Stadtgericht, has held that these laws are, as between the foreign parties to the bills, of no effect, and that for want of the usual protest the indorsee's remedy against his indorser was lost. The very divided state of opinion which the decisions disclose will be at once apparent, and it will be worth while to see what were the reasons advanced in support of each view.

The reasoning of the Austro-Hungarian Court is not very clear or pertinent; but so far as it is logical and intelligible, the judgment appears to rest on the two grounds—first, that the holder of the bill in France was *unable* to protest the bill in the usual time, and, secondly, that, by the rule *locus regit actum*, the law of France governed both the time and mode of protest, so construing the 86th Article of the Austrian Code on the subject, which, however, in terms subjects only the *form* of the acts required to the *lex loci*. The majority of the Swedish Court proceeded on a similar construction of the 80th Article of the Swedish Code on Bills of Exchange (which appears to be conceived in much the same terms as the corresponding article of the Austrian Code) without referring to the question of the *possibility* of making an earlier protest. The courts of Brussels and of Ghent relied upon both grounds, holding that the French law amounted to a prohibition of protest during the period of suspension, and constituted a *vis major* which excused performance, and also holding that the *lex loci* governed the time as well as the form of protest.

On the other hand the Courts of First Instance and of Intermediate Appeal in Sweden (the reasons of the dissenting minority in the Supreme Court are not given) treated the French law as not prohibiting the customary protest, but also held (without any detailed reasoning) that it could not in any case affect the foreign parties to the bill. The Tribunal of Commerce at Brussels took the same view on both points, but added that *vis major* was not admissible as an excuse, and that the rule *locus regit actum* only applied to the form of protest and did not extend to regulations altering the substance of the obligation by enlarging the duration of the guarantee.

The reasoning of the German Court was more elaborate. They rejected *vis major* as an excuse, relying partly on the views expressed in the discussions preliminary to the enactment of the German *Wechselordnung*, though admitting that the proposal to exclude that excuse in terms was rejected from the Code. Their reasoning on this point is as follows:—The holder of a bill of exchange is not a cessionary of the rights of the drawer and indorsers; he is an independent creditor of the acceptor, with a guarantee from the drawer and indorsers which can only be exacted on the strict fulfilment of its conditions; the question therefore is not whether he has exercised due diligence to obtain payment, but whether he has fulfilled the condition precedent on which their liability is to arise. (See Arts. 41 & 45 of the *Allgemeine Deutsche Wechselordnung*.) With respect to the operation of the rule *locus regit actum*, which art. 86 expressly applies to acts and declarations relating to bills of exchange which have to be made or done abroad, the court admit it, so far as relates to the form and mode of protest or to genuine days of grace. But they examine in great detail the French law of prorogation, and the discussions in the French legislature at the time of its enactment, for the purpose of showing that, although in form it refers to the protest, yet in substance it effected, and was meant to effect, an alteration in the period of currency, and thus, so far as it was effectual, changed the substance of the contract, a change which could not be made without the consent of all the parties to the contract, at least so far as those parties were foreigners; their rights and obligations *inter se* were, and remained, fixed by the terms of the bill. This reasoning is of great weight, but it obviously proceeds on the view of the relation of holder, drawer, and indorsers mentioned above, on the denial that the question as between them depends in any degree on whether reasonable diligence has been used, and on the proposition that the question only turns on the precise fulfilment of the condition of protesting within the prescribed time. In the admission, however, that foreign legislation as to genuine days of grace might affect those relations, the reasoning is obviously inconsistent with itself.

It is a matter for surprise that this question has not arisen in our courts. It must be observed that by English law no protest is necessary for inland bills; it is held to be necessary for foreign bills only on the ground that the custom of merchants, on which this branch of the law is founded, requires it (see *Gale* v. *Wilson*, 5 T. R. 239, *Brough* v. *Perkins*, 6 Mod. 80, 2 Ld. Ray. 993, where Lord Holt is evidently more correctly reported than in 1 Salk. 131); but it has so little to do with timely notice of dishonour that, although it must be commenced on the day of dishonour, it is sufficient if it is completed at any time before suit or even before trial (*Goostrey* v. *Mead*, cited in Bull N. P. 272). The form of the protest is, no doubt, regulated by the law of the place where it is made; but it is obvious that nothing can be concluded from this as to the time for notice of dishonour. But in *Rothschild* v. *Currie* (1 Q. B. 43) it was held that when a bill is drawn payable abroad it is a foreign bill; that the indorser is in the position of drawer of a new bill, payable at the same place; that his contract is governed by the foreign law; that notice of dishonour is parcel of the contract; and that therefore, as between indorser and indorsee, the sufficiency both of notice and protest is governed by the foreign law. This decision has been much questioned, nor is the reasoning satisfactory; but it was followed in the recent case of *Hirschfeld* v. *Smith* (14 W. R. 455, L. R. 1 C. P. 340) as an *authority*; and was supported by the following reasoning:—"If the reason assigned in that case be not now adopted, and if the contract of an indorser in England of a bill accepted payable in France be held to be a contract governed by the law of England, and so the holder be not entitled to sue in England such an indorser unless he has given due notice

of dishonour according to the law of England, then the question is, what notice, under such circumstances, amounts to due notice? . . . Due notice is such notice as can be reasonably required under the circumstances; and the reasonableness of the notice proved in evidence is a question of law, depending on the facts of each particular case; and such facts are for the jury. In the course of practice rules have been recognised by the judges, and so have become law; see the judgments of Grose, J., Lawrence, J., and Le Blanc, J., in *Darbishire* v. *Parker* (6 East. 2). If by the law of the place where the bill is payable, there are regulations for giving notice of dishonour in order to make indorsers liable to the holder, a presumption is raised that notice according to those regulations is all that the indorser should require. The indorser of a bill accepted payable in France promises to pay in the event of dishonour in France, and notice thereof. By his contract he must be taken to *know* the law of France relating to the dishonour of bills; and notice of dishonour is a portion of that law. Then, although his contract is regulated by the law of England relating to indorsement [which is, we may observe, the view taken in *Allen* v. *Kemble*, 6 Moo. P. C. 316, and in *Lebel* v. *Tucker*, 16 W. R. 338, L. R. 3 Q. B. 77], and although he may not be liable unless notice of dishonour has been sent to him, yet the notice of dishonour according to the law of France may be, and we think ought to be, deemed reasonable notice according to the law of England, and be sufficient in England to entitle the plaintiff to recover according to that law. . . . The inconvenience would be great if the holder were bound to know the place of each indorsement, and the law of that place relating to notice of dishonour, and to give notice accordingly on pain, in case of mistake, of losing his remedy; whereas there would be great convenience to the holder if notice valid according to the law of the place should be held to be reasonable notice for each of the countries of each of the parties, unless an exceptional case should give occasion for an exception." The basis of the judgment is the well settled principle of English law (quite contrary to that adopted by the German law) that the holder retains his right of recourse against the indorser, unless he has forfeited it by want of reasonable diligence in giving notice; and the principle of *Rothschild* v. *Currie*, which seems to have been that all contracts arising upon a foreign bill are foreign contracts, is disregarded, and, by implication, dissented from. Now if the question of the suspension of the indorsee's right of recourse against the foreign indorser during the time fixed by the French law, or the preservation of that right to him notwithstanding a delay which but for that law would have made his notice of dishonour invalid, depended on that part of the law which protected "*endosseurs et autres obligés*," including therefore the acceptor, from legal proceedings to enforce payment, the operation of that law must have been denied. For it is well settled that the insolvency or bankruptcy of the acceptor does not excuse the holder from either presentment or notice of dishonour, and there seems no reason why a special statutory protection by a foreign law should have any greater effect, nor why a disability to sue the acceptor created by a foreign statute should vary or arrest the rights or proceedings as between parties to the bill belonging to other nations.

Again, if the question turns on the application of the rule *locus regit actum*, it seems to us that under the guidance of the decision in *Hirschfeld* v. *Smith*, the same result must be reached. That rule, indeed, seems not properly applicable at all, except as to the form and mode of protest. If, indeed, what is required is notification of protest, there is reason in saying that any time *until* which protest cannot by the law of the place be made ought not to count as delay; on the other hand, there is no reason for maintaining the same of any time *within* which protest is possible; but in no case can the time within which protest and notification must be made to be effectual be properly described as being part of an *actus* which takes place where the bill is dishonoured. At least, it cannot be so described consistently with the view taken by the later English authorities as to the law which governs the indorser's contract; and the maxim is still less applicable when, as is the case in English law, what is required, even with respect to a foreign bill, is not notification of protest, but notice of dishonour. But it may, as was pointed out in *Hirschfeld* v. *Smith*, be a very reasonable and convenient thing that the person against whom the notice is to operate should be held entitled to require no other notice than would suffice according to the law of the place where the bill is dishonoured, and from which the notice will have to be forwarded. And when it is considered that he knows this will have to be done in a foreign country, and probably by a foreigner, he may very reasonably be held to have contemplated that it probably would take place, in all respects, according to the law or the mercantile customs of that place; he may very reasonably also be held to have contemplated that the holder would act on the supposition that it should be so done, and may therefore be very properly held to have agreed to be satisfied with such notice. But, whether the somewhat artificial and unreal mode of speaking adopted in *Hirschfeld* v. *Smith*, by which the indorser is treated as being presumed to *know* the foreign law, is adhered to, or whether the simpler statement is adopted, that he must be presumed to have contemplated that he should receive notice according to the ordinary mercantile usage or the law of the foreign State, in neither case would the principle apply to an exceptional law subsequently introduced to meet an emergency occurring in that foreign State. He certainly cannot be presumed to know a law not in existence when he indorsed the bill; neither can he be reasonably held to have contemplated what is wholly exceptional in its character. We should therefore be inclined to hold with the decision of the German Court of Appeal, rather than with the judgments pronounced in a contrary sense; nor can we see on general grounds why it should be in the power of a foreign State, not only to provide a protection for its own subjects against an unforeseen calamity, but at the same time to alter the rights of foreigners amongst themselves.

(*To be continued.*)

LEGISLATION OF THE YEAR.

III.

Building Societies.

Cap. XLII.—*An Act to Consolidate and Amend the Laws Relating to Building Societies.*

It is characteristic of our system of legislation that the law relating to benefit building societies should have hitherto been scattered over three statutes—viz., 6 & 7 Will. 4, c. 32, and the two partially incorporated Friendly Society Acts of 10 Geo. 4, c. 56, and 4 & 5 Will. 4, c. 40. These latter Acts, as regards friendly societies, have been repealed, and are only in force for a purpose for which they were not originally intended. The present Act, which is to come into operation on 2nd November next, repeals the incorporating, and by implication the incorporated statutes, and consolidates, and at the same time alters in several important respects, the present law. We propose briefly to notice some of the leading alterations.

The centre of the new system is the registrar. The registrar of friendly societies for the time being is constituted the registrar of building societies, and to him are to be transmitted the transcripts of the rules of existing societies, now filed with the rolls of the sessions, but henceforth to be kept and registered by him. The rules of all new societies, all new or altered rules, all notices of change of name, of union or transfer of business, and all instruments of dissolution, are to be registered by him; he is to receive a copy of the account and statement which are to be prepared annually by every

society; he may be constituted the referee of disputes in societies, and he is invested with power, on the absence abroad, bankruptcy, lunacy, or death of any society's trustee of stock transferable at the Bank of England or Ireland, to direct the transfer of such stock to a new trustee. Lastly, he is enabled to grant a certificate of incorporation to any present or future society. In the case of an existing society this can only be granted after the registration of its rules, and upon application authorised by a general meeting specially called for the purpose. Societies established after the commencement of the Act, however, must obtain a certificate of incorporation before they commence business, under a penalty for every day on which business is carried on without such certificate.

In several respects increased facilities are given for the development of the business of the societies. Thus the liability of members is limited to the amount actually paid or in arrear on their shares; or, if an advance has been made on a share, to the amount payable thereon under any mortgage or other security or under the rules of the society. A much vexed question is set at rest by the provision that any society under the Act may receive money on deposit or loan, but the amount which may be so received by a permanent society is limited to two thirds of the amount of the mortgages, and in a terminating society to either that amount or a sum not exceeding twelve months' subscriptions on the shares. The directors or committee of management of any society receiving loans or deposits in excess of these limits are to be personally liable for the amount received in excess. The restriction on the amount of shares to £150 is abandoned. The sum which may be paid on the death intestate of any member or depositor, without letters of administration being taken out to the deceased, is raised from £20 to £50, and it is provided that where a member having executed a mortgage to the society, dies intestate leaving an infant heir, the society, after selling the mortgaged premises, may pay to the administrator of the deceased member any surplus money not exceeding £150. Where copyholds are mortgaged to the society, provision is made for the admission of not exceeding three persons, as trustees for the society, at a single fine.

As to the determination of disputes in the society, the rules are to direct whether disputes are to be settled by arbitrators, or by the registrar, or by the county court. In each case the decision is to be final; but in each a case may be stated, at the request of either party, for the opinion of the Supreme Court of Judicature (whether of the High Court or the Court of Appeal is not specified) on any question of law. The county court may determine a dispute on the petition of any person concerned if it appears that application has been made by either party to the dispute to the other party to have the dispute settled by arbitration under the rules of the society, and such application has not been complied with within forty days, or the arbitrators have refused, or neglected for twenty-one days, to make any award.

Three-fourths of the members (holding not less than two-thirds of the whole number of shares), present at general meetings convened for the purpose, are empowered to settle the terms of union of two societies, or of the transfer of engagements from one society to another.

As to the dissolution of societies, section 32, in addition to dissolution in the manner or on the event prescribed by the rules, provides that a society may be dissolved with the consent of three-fourths of the members, holding not less than two-thirds of the number of shares in the society. This consent is to be testified by their signatures to the instrument of dissolution, which is to set forth certain specified particulars, showing in detail the position of the society and the intended appropriation of its property. Provision is also made for winding up a society either voluntarily under the supervision of the county court, or by that court, on the petition of any member authorised by three-fourths of the members present at a general meeting specially called for the purpose, or on the petition of a judgment creditor for not less than £50, but not otherwise. These last words would seem to exclude the jurisdiction to wind up these societies, which in *Midland Counties Benefit Building Society* (13 W. R. 399) was held to exist in the Court of Chancery.

Against these beneficial provisions there are to be set the omission of any clause like section 12 of the 4 & 5 Will. 4, c. 40, giving priority of payment of debts due to the society in case of the death or bankruptcy, &c., of any officer, and the abolition by section 41 of the exemption from stamp duty hitherto enjoyed by mortgages and other securities to benefit building societies—an exemption, however, rather due to favourable judicial construction (*Walker* v. *Giles*, 6 C. B. 662, *Barnard* v. *Pilsworth*, Ib. 698) than to any very clearly expressed intention of the Legislature.

RECENT DECISIONS.

COMMON LAW.

RAILWAY RATING.

East London Railway Company v. *Whitechurch*, H. L. 22 W. R. 665.

This is a case of some general importance, because the clause of the railway act which it interprets is one of common occurrence, and is, indeed, we believe, one of those required by the Standing Orders. The effect of the decision is, that under a clause by which "until the railway or the works thereof are completed and assessed, or liable to be assessed," the railway company is to make good to the parish every deficiency in the poor-rates, &c., by reason of the land being taken by them, the liability to make good such deficiency ceases, with respect to any parish, as soon as the part within that parish is completed and assessable, and does not continue until the whole of the railway is completed. This decision restores that of the Court of Exchequer, which had been reversed in the Exchequer Chamber (Blackburn and Mellor, JJ., dissenting), and overrules the earlier decision in the Queen's Bench of *Reg.* v. *Metropolitan District Railway* (L. R. 6 Q. B. 698).

It must be added that the decision also governs the similar section (section 133) of the Lands Clauses Act, 1845.

STIFLING A PROSECUTION.

Rawlings v. *Coal Consumers' Association*, C.P., 22 W. R. 704.

If an authority were needed to establish that an agreement not to bring an action for malicious prosecution, in consideration of a prosecutor offering no evidence on an indictment for felony, is illegal and void, it is furnished by this case, where a rule to stay an action on the ground that it was brought in violation of such a compact was refused, on the unanswerable dilemma, that it was either an agreement to stifle a prosecution, and therefore against public policy, or else an agreement without a consideration.

FEROCIOUS ANIMAL—EVIDENCE OF SCIENTER.

Applebee v. *Percy*, C.P., 22 W. R. 704.

The later cases have very reasonably dealt with the proof of *scienter* less strictly than was formerly the case. It may be laid down as the result of this case, and *Gladman* v. *Johnson* (15 W. R. 313) and *Baldwin* v. *Casella* (21 W. R. 16, L. R. 7 Ex. 325), that it is enough to show knowledge on the part of any person having the control or management of the animal, or of the business in respect of which the animal is employed, or a communication expressly made to any one employed in the conduct of the business, and who may be reasonably supposed likely to communicate the information to the owner of the animal or to his representative or manager.

REVIEWS.

BLOUNT'S TENURES.

Tenures of Land and Customs of Manors. Originally collected by THOMAS BLOUNT, and re-published, with large additions and improvements, in 1784 and 1815. A new edition, entirely re-arranged, carefully corrected, and considerably enlarged, by W. CAREW HAZLITT, Barrister. Reeves & Turner.

The quarto edition of this valuable and interesting work had, it is needless to say, been long since out of print, and had reached the almost prohibitory price of a "rare book." Under the competent editorship of Mr. Hazlitt it now re-appears in a far more convenient form and arrangement, and with considerable improvements in its substance. The disorderly sequence of its necessarily disjointed contents has been replaced by an alphabetical arrangement, the only arrangement possible, and the scattered glossarial notes have been collected into an appendix, also in alphabetical order. The last-mentioned labour, owing to the numerous "repetitions, mistakes, and contradictions" discovered in the examination and correction of the glossarial matter, the editor describes as amounting to a "new writing of the better part." The change in form makes it difficult to estimate the extent of the editor's additions and alterations, though some of these may without difficulty be discovered; but the chief merit of his labour here consists in the consolidation and arrangement of the matter; and though the words and phrases explained are of course only such as occur in the body of the work, these are so numerous that the glossary has, in its corrected form, the value of an independent work.

The editor observes in his preface that "the general tenor and instruction of the following pages will be, that our *ancient* landed gentry, in return for certain privileges and exemptions, acknowledged certain substantial obligations and duties; our *modern* landed gentry retain the privileges and exemptions, but the equivalents have fallen into desuetude." We cannot assent to this observation. However true it may be that, both in respect of taxation and of the obligation to military service, the ownership of land was formerly subject to contribute heavily to the needs of the State, we are rather struck in the perusal of this work with the fanciful, capricious, and illusory renders and services, such as an oar, an arrow, a horse-shoe, or a rose, which were the consideration for valuable and extensive grants. It is when we descend below the gentry, and come to the inferior beings who held their small plots under the superior race, that we meet with the substantial burdens, of which Higham, and many other manors here mentioned, present instances. Indeed, we find the tenure in villeinage pleasantly described (under Houghton Manor) as follows:—"A tenure, says John de Breton, as ancient almost as Noah, when it was agreed that captives in war should not be killed, but become villeins or bondmen. The nature of this tenure was—1, that the lord might use the villein at his pleasure, and he must do whatever his lord commanded him; 2, if a villein purchased any land, his lord might put him out and seize it, and if he bought any goods, the lord might take them for his use; 3, if any man took away a villein by force, the lord might have an action of trespass, and if he ran away, the lord might have a writ *de nativo habendo* directed to the sheriff to bring him again." It is evident this system of law would not require many detailed rules; it is perhaps as successful a piece of codification as was ever practised. Fortunately, however, for the country, this Noachic system, however prevalent in theory, was restricted in practice; and villein services and villein tenants became, by the influence of a wholesome custom, limited and established, until the happy and secure condition was reached which Lord Coke describes so triumphantly in his *Copyholder*. It is the intermediate form between these two that we see in the various villein or copyhold tenures described in this book. And as at one end of the social scale, in the military attendance on the king, in the tributes of arrows, horses, dogs, and falcons, in the banquetting duties and the ceremonial receptions, we find a picture of the court, the camp, and the church of the middle ages, so at the other end, in the days of ploughing, threshing, hedging, and ditching, in the holiday customs, and the archery and play-grounds, the life of the common people is exhibited to us. Thus the book is full of curious and interesting reading, which makes it difficult to lay it down when it is once taken in hand. At the same time it will not be wondered at that there is frequent repetition of the same kind of tenure, with but slight variations: this is especially the case with the shorter notices, and we have no doubt that the editor has exercised a wise discretion in refusing to increase the bulk of the volume, without increasing its interest, by the insertion of the large number of additional instances which he had on hand. The additions which he has in fact made amount, according to his calculation, to about 100 new articles; and of these by far the most interesting appears to be that by Mr. T. Astle (reproduced from the proceedings of the Society of Antiquaries) on Tey-Magna, in the county of Essex, which presents a singularly complete picture of a manor, with its subordinate fiefs held by knight service, its farms held on fanciful quit rents, such as a pound of cummin, a rose, a gilliflower, &c, its demesne lands, its villeins with their 2,000 winter works and 580 autumnal works, its *onziell* or *ungeldt*, its custom of *mercheta*, and its common playing-place. The other new articles seem not of any very great value.

Among the most interesting contents of the book are the customs, sometimes having the nature of legal rights, sometimes mere usages or celebrations, and sometimes holding a kind of intermediate or doubtful position between the two. Some of these articles we should gladly have had amplified, others we might very contentedly have seen curtailed. We could have spared a good deal of the tiresome pedantry of the Minstrels' Court in the Manor of Tutbury, as well as the tedious account of the coronation of James II. contained in the appendix; but, on the other hand, we might have expected a fuller account of the important parish of St. Briavels, and, as the strange usages of the miners of the Mendips are given, we might have looked for an account of the free quarrymen of the Isle of Purbeck, and of the usages of the Island of Portland. Perhaps, however, we have no right to expect this: Mr. Hazlitt has not undertaken to re-write the book, but only to edit it, and his having done a great deal does not entitle us to ask that he should do still more. In passing, however, we would observe that in the additional references which he gives under the head of Taunton he does not refer to Mr. Shillibeer's copious account of the customs of that manor; and that the account of Dorchester is, as it stands, unintelligible; at least it would have been as well to explain what is meant by the words "except the customs appertaining to the firm [farm?] of one night."

Many of the customs recorded excite wonder as to how they could have originated. How, for instance, did the Vicar of Lowestoft acquire his right to his dole out of the herring and mackerel fisheries? And how came the people of Huntingdon to set up the custom of bringing out all their ploughs to meet the king according to the terms of their "tenure"? Was it a device on the part of the good folk to substitute an exhibition of ploughs (like the money which the schoolboy allowed the confectioner to smell, in return for looking at his tarts) for some substantial service which the same ploughs ought to have rendered to the king, and did they take advantage of the first visit of James I. to his southern dominions to impose on his credulity? or was this really the first agricultural show established by Royal charter? And from what date did the strange law descend by which "neither the bishop nor the lords of the manor [of Terley Castle] themselves could take cognizance of"

a case of bastardy, if the bastard was got within the umbrage of the great oak in Knoll Wood? It is worth while, however, in these days of contempt of court, to notice the large powers of that kind that seem to have been assumed on the trial by combat; for we find in the article on that subject, which contains an account of an abortive attempt to carry out that mediæval kind of procedure in the reign of Elizabeth, that bystanders were threatened with "forfeiture of lands, tenements, goods, chattels, and imprisonment of their bodies, and making fine and ransom at the Queen's pleasure," if they interfered. The reader will be reminded by this last article that, together with what is described by the title of the work, its author has included articles on some matters not strictly within its scope, such as the office and history of the Lord High Constable, the Lord High Steward, and the Lords Marchers, which contain much interesting matter.

No historical library should remain without this new edition, which excels the older ones not only in accuracy and arrangement, but also in the convenience of its form and in its typography. The quarto edition of 1815 was a handsome work, but the present octavo is, both in paper and print, a far better specimen of the art than its predecessor.

INNKEEPERS' LIABILITY.

The Liability of Innkeepers. By the Hon. Fred. Chas. Moncrieff, Barrister. W. Maxwell & Son.

Whether it is expedient to treat a single section only of a branch of law is, perhaps, more a question for the author and his publisher than for the reviewer. When a writer, however, has selected and announced such a limited subject, it is to be expected that he will fully discuss it and confine himself to it. Mr. Moncrieff does not fulfil this expectation. His remarks on the liability of innkeepers are restricted to their liability in respect of the goods of their guests; and in his chapter on the lien on those goods he wanders out of the subject of the innkeeper's liability into that of the innkeeper's rights. As to the execution of the work, we cannot speak favourably. There is, of course, some familiar law fairly stated, and the Act 26 & 27 Vict. c. 41, is printed in full and annotated with needless minuteness. Thus we can hardly think that the expression "nature of the provision," in section 4, is so obscure as to need the note "*Nature of the Provision—i.e.*, provision of the Act." There are given in the introduction extracts from the Digest and the *Code Civil* relating to innkeepers, and an account of the law of Spain and Scotland. This part of the work also contains the following singular explanation of why the English common law is the most logical of all the systems of law on this subject (p. 2). "For, if we grant that the object of severity is to defeat the collusion of the innkeeper with robbers and burglars, we must hold the innkeeper liable for every robbery and burglary. Of course he ought to have the opportunity of disproving complicity. But it is impossible for him in any case to disprove complicity, and therefore he is logically presumed beforehand to be responsible for the goods at all events." We must confess that this reasoning is beyond us.

Coming down from theory to practical details, we fail to find assistance from the work on points of difficulty connected with the subject. Take, for instance, the question when an inmate of an inn ceases to be a guest and becomes a lodger or boarder; can much help be obtained from these observations? (p. 20)—"A guest may lodge at an inn on such terms as to relegate himself to the condition of a lodger or boarder. What acts will suffice to effect this result must be decided by the circumstances of each case. But it may reasonably be presumed that unless the relation of guest and innkeeper is altered in an essential point, the liability of the latter will continue." It certainly does not seem rash to "presume" that unless a person ceases to be a guest he continues to be a guest. The author adds, "It seems that the mere engaging a room at an inn for a set time does not change the relation; although the contrary was argued in *Parkhouse* v. *Forster*." Eight lines further on, in the same page, the same observation is repeated, turned upside down, and made rather more positive. "And, although a contrary opinion has been expressed, it is evident that the mere fact that the guest takes his room for a set period does not alter his relation to the innkeeper." Carelessness of this kind is really inexcusable.

NOTES.

We share in the astonishment of the editor of the *Annales de la Propriété Industrielle* (vol. 19, p. 172) at the decision of the *Tribunal Correctionnel de la Seine* acquitting of the *délit de contrefaçon* a defendant who had carried on the business of hiring out to theatres manuscript copies of copyright pieces, on the ground that the copies in question were purchased by him as part of the stock in trade of a person to whose business he succeeded, that business consisting in fact of hiring out copies in this way. In a subsequent case, however (p. 174), the same defendant escaped less easily, where he had himself multiplied the copies which he hired out. The two decisions show the necessity of the *intention frauduleuse* as an element of the *délit de contrefaçon*; and the importance of this element is further illustrated by the two following cases. In a case reported at p. 176, a person having knowingly purchased and used the counterfeit of a patented article, and having been put to expense and suffered loss by proceedings taken against him by the patentee, sought to recover the amount from his vendor. His claim was rejected. There was clearly in such a case no ground for implying the ordinary seller's guarantee against eviction, which is all the plaintiff seems to have relied upon; but the court seem rather to have proceeded on the ground that to allow the plaintiff to succeed, would in effect free him from personally bearing the penalty imposed by the law for the offence of which he had been guilty. In an earlier case, reported at p. 117, the principle of not allowing the wrongdoer to protect himself against the consequences of his wrongful act was carried still further; and the representatives of two railway companies having been pronounced guilty of the *délit de contrefaçon* for the use of counterfeit articles, it was held that, on the same ground, the companies could not recover from their vendors the loss and damage caused by the use of their counterfeit articles, although they had from them an express guarantee against the claims of all patentees.

On the other hand, in a case reported at p. 181, it was held in a *civil* action brought by a patentee for the infringement of his patent, that good faith was no defence. Yet it was still the *délit de contrefaçon* that was in question. There seems considerable ambiguity and confusion about this. The French *délit*, standing on the margin of civil wrongs and crimes, is a thoroughly inaccurate and unscientific expression; and on this point the English law is far superior in clearness and method. With us there is very little confusion possible between a civil wrong, which gives rise to a claim for compensation by damages, and a criminal wrong, which is visited by a penalty. In the nature of things the same state of facts will often give rise to both; but in their legal aspects they are totally distinct. With the use of a single term (*délit*) for both—that is, for a civil wrong and a criminal offence of a *quasi* civil kind—confusion can hardly be avoided.

There seems to be some misapprehension as to the nature of the offences punishable under section 12 of the Attorneys and Solicitors Act of last session. We repeat that they are (1) wilfully and falsely pretending to be an attorney or solicitor, and (2) taking or using any name, title, &c., implying that the taker or user is duly qualified to act as an attorney or solicitor, or "that he is recognized by law as so qualified." A gallant but unsuccessful attempt to put in force powers supposed to be conferred by the section was made on Tuesday at the Greenwich Police

Court. Several summonses against parents for neglecting to send their children to school were entered for hearing, and on Mr. Strachan, clerk to the School Board, proceeding to call witnesses, Mr. H. Pook, solicitor, objected to Mr. Strachan, or any other clerk of the London School Board who was not an admitted attorney or a clerk to an attorney, appearing in support of prosecutions, by putting questions to other officers, or addressing the Court, or remarking upon cases. He is reported to have said that he raised this objection under the 12th section of the Attorneys and Solicitors Act, passed last Session, which did away with the clause in the Elementary Education Act empowering any officer in the service of the Board to attend before magistrates. In the event of such course of procedure being continued he should ask for a summons in every case for the recovery of £10, provided for in the Act he had mentioned, and in the event of such summons being decided against him, he would ask that a case might be stated for the decision of the Court of Queen's Bench. Mr. Patteson, the magistrate, however, said the section of the Act cited did not do away with the power given by the Act for the officers of the School Board to attend and make complaints before the magistrates under the Act. The clerk in the present cases signed the summonses and appeared as a complainant, and all complainants in a police-court had the right to call witnesses and put questions to them. He refused the application for the summons, and the hearing of the cases proceeded.

A correspondent of the *Albany Law Journal* extracts from the Georgia Reports (vol. 30, p. 1) the following touching tribute of the Bar of Georgia to the memory of a departed brother member. It must be admitted that our Inns of Court and Law Societies are very much behindhand in these matters:—"In the face of active and able competition he acquired, at first, a respectable practice, and finally attained to distinction. His success had been equal to that of the favoured ones of his day. He had acquired fortune, friends, and the confidence of the public, and was the head of a large and amiable family. He left us at a time when the past yielded much for gratifying retrospection, when the present afforded the richest elements of happiness, and the future invited him to higher honours and ampler resources of enjoyment. All that he possessed, and all that he hoped for, could not stay the hand of the Great Destroyer. Silent, and sure, and remorseless, death heeds neither youth nor age; genius, learning, poverty, nor wealth; honour nor shame; the tears of relatives and friends, nor the cold indifference of strangers. Nature shrinks from the darkness of the grave, but revelation pours into it her cheering light. In the midst of life we are in death, yet it is not all of life to live. Lawyers are a short-lived class. Frequent and thick, like autumn leaves, they wither and fall. The fallen leaf, even in its decay, enriches its parent earth; so we, in death, may contribute, by our virtues, to the wealth of our common humanity."

GENERAL CORRESPONDENCE.

The Registration Courts.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I wish to draw your attention to the increase this year in the practice of persons not attorneys or solicitors appearing as advocates in the Metropolitan Registration Courts. I noticed in the report of one held a few days ago the names of five persons who were stated to represent different interests, and who do not belong to the legal profession at all. It may be a question whether these persons may not be liable to the penalties of the 12th section of the Attorneys' and Solicitors' Act of last session, but surely revising barristers are not bound to hear or to recognise such persons, and I am surprised that they should do so. A representation made to the revising barristers would no doubt lead to a satisfactory rule being established. Why does not the Incorporated Law Society, which is supposed to protect the interests of the profession, do something in the matter?

Sept. 23. A Solicitor.

[As regards the persons entitled to appear at these courts in support of objections, we need hardly remind our correspondent of sections 39 and 40 of 6 Vict. c. 18.—Ed. S. J.]

Book Post Packets.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The post-office authorities have recently charged us with letter postage rate on book post packets containing old letters transmitted to us for use as evidence in legal proceedings, and in another instance a deed having an unsigned authority to receive some purchase money inside it was similarly dealt with.

As we have always been in the habit of sending and receiving such documents at the book parcel rate, until the last month, we wish through your columns to caution the profession on the subject, and are in hopes, if the matter be made public, that the post-office authorities may be induced to construe their regulations in a reasonable manner. In each case a letter was sent by ordinary post by the same mail to the person to whom the packet was addressed.

A Firm of London Solicitors.

COURTS.

THE RAILWAY COMMISSION.

Sept. 12.—*Postmaster-General* v. *The Highland Railway Company.*

Post-office mails—Conveyance by railway—Jurisdiction—The Regulation of Railways Act, 1873, *ss.* 18 *and* 19.

By section 18 *of the Regulation of Railways Act*, 1873 (36 *& 37 Vict. c.* 48) *it is enacted that every railway company shall convey by any train all such mails as may be tendered for conveyance, whether under the charge of a guard appointed by the Postmaster-General or not, and notwithstanding that no notice in writing requiring mails to be conveyed has been given to the company. By section* 19, *reasonable remuneration is to be paid for such services, and by the second clause of this section "any difference between the Postmaster-General and any railway company as to the amount of such remuneration, or as to any other question arising under this Act, shall be decided by arbitration in manner provided by statute* 1 *&* 2 *Vict. c.* 98, *or at the option of such railway company by the Commissioners."*

Upon an application by the Postmaster-General to the Commissioners for an injunction against the H. Railway Company to compel them to carry the mails pursuant to the 18*th section, it was objected by the company that the Commissioners had no jurisdiction, as the complaint came within the said arbitration clause, and should be determined according to the statute* 1 *&* 2 *Vict. c.* 98; *but*

Held, that this was not a "difference" within the meaning of the above 19*th section, and that the words therein, "any other question," should be confined, by the preceding particular words, to questions of remuneration, compensation, and the like.*

This was an application by her Majesty's Postmaster-General against the Highland Railway Company, calling upon them to show cause why a writ of injunction should not issue against them, enjoining them to convey, in due conformity with the 18th section of the Regulation of Railways Act, 1873, all such mails as might be tendered for conveyance by any trains to their respective destinations, and whether under the charge of a guard appointed by the Postmaster-General or not, and also enjoining them to afford all reasonable facilities for the receipt and delivery of mails at the stations upon the said railway, without requiring them to be booked or weighed or otherwise delayed, and also restraining the said company from interposing any delay, interruption, or hindrance whatever in the transmission and delivery of her Majesty's mails over and upon the said railway. The application contained several instances of alleged obstruction and delay in the conveyance and delivery of mails on the part of the company. The answer of the company, first, objected to the jurisdiction of the Railway Commissioners on the ground that the difference should be settled by arbitration, as provided by the 1 & 2 Vict. c. 98, and, secondly, denied the statements of fact in the application.

The *Attorney-General*, *C. T. Simpson*, and *Casserley*, appeared for the applicants.

Sir *William Harcourt*, Q.C., and *Spencer Butler*, for the defendants.

The provisions of 1 & 2 Vict. c. 98, as to arbitration are contained in ss. 16—18. By section 16 it is enacted, that "in all cases in which the Postmaster-General, and any company of proprietors of any railway shall not be able to agree on the amount of the remuneration or compensation to be paid by the Postmaster-General to such company of proprietors for any services performed or to be performed by them, the same shall be referred to the award of two persons, one to be named by the Postmaster-General, and the other by such company." The provisions of the Regulation of Railways Act, 1873, as to the conveyance of mails are contained in ss. 18, 19. By s. 18, "every railway company shall convey by any train all such mails as may be tendered for conveyance by such train, whether such mails be under the charge of a guard appointed by the Postmaster-General or not, and notwithstanding that no notice in writing requiring mails to be conveyed by such train has been given to the company by the Postmaster-General. Every railway company shall afford all reasonable facilities for the receipt and delivery of mails at any of their stations without requiring them to be booked or interposing any other delay. Where the mails are in charge of a guard appointed by the Postmaster-General, every railway company shall permit such guard, if he think fit, to receive and deliver them at any station by himself or his assistants, rendering him nevertheless such aid as he may require." And by section 19—"every railway company shall be entitled to reasonable remuneration for any services performed by them in pursuance of this Act, with respect to the conveyance of mails, and such remuneration shall be paid by the Postmaster-General. Any difference between the Postmaster-General and any railway company as to the amount of such remuneration, or as to any other question arising under this Act shall be decided by arbitration in manner provided by 1 & 2 Vict. c. 98, or, at the option of such railway company by the Commissioners."

Sir William Harcourt, for the company, contended that the court had no jurisdiction in the case. The Act of 1873 is headed—"An Act to make better provisions for carrying into effect the Railway and Canal Traffic Act of 1854, and for other purposes connected therewith." The Railway and Canal Traffic Act of 1854 has no relation to any transactions between the Post Office and railway companies. The Act of 1873 has relation only to the Act of 1854 and gives a more effective and summary operation to the objects of the Act of 1854 by substituting the commissioners for the Court of Common Pleas. The statute which really regulates proceedings as between the Post-office and railway companies is the 1 & 2 Vict. c. 98, although, as between the public and the railway companies, the Act of 1854 is still the governing Act. If it had been the intention of the Legislature to have transferred to the Commissioners the jurisdiction as between the Post-office and the railway companies, what they would have done would have been to have given to the Commissioners, and transferred generally, the jurisdiction under the 1 & 2 Vict. c. 98, just as they did the jurisdiction under the Railway and Canal Traffic Act of 1854. The question at issue resolves itself, after all, into one of remuneration, and it has been decreed by Parliament that all such questions should be settled by arbitration in the manner provided by the 1 & 2 Vict. c. 98.

The *Attorney-General*.—The case at issue is in all respects within the jurisdiction of the Commissioners. The statute 1 & 2 Vict. was for the purpose of securing the right of the Postmaster-General to have the mails conveyed by trains. Then certain alterations were made in the law by the Act of 1873.* It is provided by section 6 that "any person complaining of anything done, or of any omission made, in violation or contravention of section 2 of the Railway Act, 1854, or of section 16 of the Regulation of Railways Act, 1868, *or of this Act*," may apply to the Commissioners, who shall have jurisdiction to hear and determine all such complaints. The 1 & 2 Vict. c. 98 merely gave a power to arbitrators to assess remuneration and compensation; not power to grant an injunction or anything equivalent to an injunction. The defendants had contravened the statute in not giving all "reasonable facilities" in their power for the conveyance of her Majesty's mails, and it was the office of the Commissioners under the Act of 1873 to deal with all such cases of violation of its enactments.

The COURT at once proceeded to deliver judgment, holding that they had jurisdiction in the matter. They said that the complaint of a violation of one of the sections of the Act of 1873 was not a "difference" within the meaning of section 19 of that Act, the distinction between complaints and differences was drawn in sections 6, 8, 9, 19, and other provisions of the Act; that section 6 clearly gave the Commissioners jurisdiction over any case in which it was alleged that the Act of 1873 had been infringed; that the words "any other question" in section 19 must be confined by the preceding particular words "such remuneration" and be taken to apply to differences *ejusdem generis*, for that otherwise full effect would not be given to section 6 of the Act; and that questions of account, such as remuneration, were properly the subject of arbitration, but the violation of a substantive enactment was more properly left for the tribunal to which was entrusted the carrying of the Act into execution.

[Soon after the delivery of this judgment, the case was settled between the parties upon satisfactory terms.]

* Sections 18, 19 contain provisions (set out *ante*) for the conveyance of mails.

APPOINTMENTS, ETC.

Mr. ALGERNON SYDNEY FIELD, solicitor of Leamington, has been appointed clerk of the peace for Warwickshire in the place of Mr. H. O. Hunt, deceased. Mr. Field was admitted in 1834, and has for more than thirty years been clerk to the magistrates at Leamington, and of the Kenilworth division of the county.

Mr. JOHN MCMILLIN, of 34, Bloomsbury-square, W.C., has been appointed a London Commissioner to administer oaths in Chancery.

Mr. DAVID JOHN STOKES, of Chippenham, Wilts, has been appointed a Commissioner to administer oaths in Chancery in England.

Sir HENRY THURSTAN HOLLAND, who has just been elected member for Midhurst, is the son of the late Sir Henry Holland, the well-known physician. He was born in 1825, and was educated at Harrow and at Trinity College, Cambridge. In Michaelmas Term, 1849, he was called to the bar at the Inner Temple, and in 1867 was appointed Legal Adviser to the Colonial Office. He has been Assistant Under-Secretary of State for the Colonies since 1870.

OBITUARY.

MR. W. DENIS MOORE.

We regret to announce the death at Penzance of Mr. William Denis Moore, town clerk of Exeter. Mr. Moore was born at Exeter in 1804 and was admitted an attorney in Hilary Term, 1828. He had been twice sheriff and once mayor of the city. The deceased was, it is said, the first rifle volunteer in the country. Over thirty years ago he was instrumental in forming the First Exeter Volunteers. He attained the position of major in the corps, and only lately resigned on account of ill-health.

The following are stated to be some of the provisions of the new penal code for the Canton of Geneva:—Homicide committed voluntarily is to be termed murder, and punished with solitary confinement for from ten to twenty years; a murder committed by premeditation or with *malice prepense* is to be termed assassination, and is to be punished by solitary confinement for life; murder by poisoning is to be punished by solitary confinement for life, whether death is occasioned at once or by a slow process. If death does not result from the administration of poison, the penalty to be inflicted is to be imprisonment for a period ranging from ten to twenty years, or if the victim is subjected in consequence to a malady or inability to labour, for twenty years or upwards. In other cases the culprit is to be punished by imprisonment for a term of from five to ten years. Infanticide is to be punished by solitary confinement for a period not less than three nor more than ten years.

LEGAL ITEMS.

The fees of taxation in the Court of Chancery in the year ended the 31st of March amounted to £13,698 9s. 10d.

The *Judicial Messenger* of St. Petersburg says that the tribunal of Vororiege has permitted a lady advocate to defend a man accused of theft.

The cost of the police in the counties was in 1872 £813,451, and in 1873 £863,162. The cost of the administration of justice charged to the county rate was in 1872 £607,257, and in 1873 £588,868.

Herr von Gerlach, the President of the Court of Appeal in Prussia, has resigned that office on account of his having published a pamphlet condemnatory of the Civil Marriage Act. The pamphlet has been confiscated, and Herr von Gerlach has been sentenced by the local court at Wohlau to a fine of 200 thalers, or in default six weeks' imprisonment.

A medical journal avows that a perusal of the testimony of medical witnesses upon many trials "has forced upon us the conviction that they are frequently induced to see the facts from but one point of view, and, within their own mind, to shape the facts into a consistency with the case of their employers. Unprejudiced scientific medical testimony, we regret to say, is but rarely submitted to juries."

The *Chester Chronicle* says that the resignation of Mr. Vaughan Williams will take effect in the middle of October, and that in the meantime his duties will be performed by deputy; Mr. W. Trevor Parkins, of the Chester and North Wales Circuit, having for the present consented to occupy that position. It is also stated that the legal profession in Chester have met and adopted a unanimous memorial to the Lord Chancellor in favour of the appointment of Mr. Horatio Lloyd as successor to Mr. Williams.

At a meeting of the Liverpool magistrates on Friday week considerable discussion took place on the question of spirit merchants, brewers, and other capitalists owning large numbers of public-houses in the town, which are placed in the hands of servants and managers, in whose names the licences are taken out. Mr. G. Melly, M.P., who presided, explained that for some years past it had been a rule or custom with the licensing magistrates not to grant more than one licence to any one person, but practically this rule was inoperative, owing to the fact that many public-houses, though licensed in different names, were in reality owned by the same people, who were often only in the position of servants, and could be dismissed at any time. He believed a return of the owners of public-houses in the town would show that from 600 to 650 houses were at present owned by only about 25 persons. To do away with this anomalous state of things, and to enable the licensing magistrates to be brought face to face with the actual owners or responsible tenants, it was proposed to depart from the custom of granting only one licence to one person, and not to grant any licence unless it could be clearly shown that the applicant was the real tenant or owner. After considerable discussion, chiefly in favour of the proposed alteration, its further consideration was postponed for a month.

Public attention in the island of Jersey, says the *Times*, is just now directed to a question of judicial precedence. The vacancy in the number of judges caused by the suicide of Judge Gauden has been filled up by the election of Mr. Edward Mourant, M.A. Mr. Mourant is Seigneur of the Manor of Saumarèz, having acquired the title by the purchase of the property some years ago. In accordance with long-established custom the Seigneurs of Saumarèz, St. Ouen, Rozel, Trinity, and Mélèches, when elected to the judicial bench, claim precedence over all the other judges. The origin of the custom is involved in obscurity, but it is supposed the privilege was granted to these seigneurs for some valuable services rendered to the Sovereign. An Order in Council, dated January 30, 1629, confirmed the right of these seigneurs, on a dispute that arose with the Lord of the Manor of Dielament, who claimed a similar right of precedence, but was not recognised as entitled to it. About sixty years ago a similar claim was put in by M. Charles Le Maistre, seigneur of St. Ouen. The judges denied his right to step over their heads, but a decision was given in his favour. Besides being the last elected judge, Mr. Mourant is the junior in point of age. The senior Judge, Mr. Bisson, has been on the bench forty-two years, and the next two in seniority each upwards of twenty, and some degree of anxiety was felt whether Mr. Mourant would enforce his claim or not, there being rumours that if he did all the judges would resign. On taking his seat after being sworn in, Mr. Mourant made reference to the precedence to which he was entitled, but said that, while not waiving his right, he would not then enforce it. Mr. Mourant consequently takes the lowest seat.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sep. 25, 1874.

3 per Cent. Consols, 92¼	Annuities, April, '85 9⅞
Ditto for Account, Oct 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90⅝ xd	Ex Bills, £1000, 2½ per Ct. 1 pm.
New 3 per Cent., 90⅝ x d	Ditto, £500, Do 1 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 1 pm.
Do. 2¾ per Cent., Jan. '94	Bank of England Stock, 5 Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 109	Ditto, 5½ per Cent., May, '79 101½
Ditto for Account, —	Ditto Debentures, per Cent April, '64 —
Ditto 4 per Cent., Oct. '88 101⅜ x d	Do. Do, 5 per Cent., Aug. '73 100
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Ppr., 4 per Cent. 94¼ nd. Enf. Pr., 5 p C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	121
Stock	Caledonian	100	95
Stock	Glasgow and South-Western	100	98
Stock	Great Eastern Ordinary Stock	100	43
Stock	Great Northern	100	140½
Stock	Do., A Stock*	100	162
Stock	Great Southern and Western of Ireland	100	108
Stock	Great Western—Original	100	119xd
Stock	Lancashire and Yorkshire	100	144
Stock	London, Brighton, and South Coast	100	88
Stock	London, Chatham, and Dover	100	24¼
Stock	London and North-Western	100	153¾
Stock	London and South Western	100	115½
Stock	Manchester, Sheffield, and Lincoln	100	74⅜
Stock	Metropolitan	100	66½
Stock	Do., District	100	29⅜
Stock	Midland	100	136⅝
Stock	North British	100	66
Stock	North Eastern	100	168⅛
Stock	North London	100	111
Stock	North Staffordshire	100	64
Stock	South Devon	100	63
Stock	South-Eastern	100	119½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

No change has been made in the bank rate. The proportion of reserve to liabilities, which was last week 49¾ per cent, is this week about 50 per cent. At the close of last week the railway market was animated, and there was a rise in prices, but a relapse occurred at the beginning of this week. On Thursday an improvement was reported in the tone of the market. The foreign market has been steady. Peruvian have been in demand, and rose in price on Saturday and Monday. Turkish securities have also advanced in price, large purchases having been made. Consols on Thursday closed 92⅜ to ½ for money and 92½ to ⅝ for the amount.

The fifty-second session of the Birkbeck Literary and Scientific Institution will commence on Thursday next. A large sum has recently been expended on the library, which now contains over 7,000 volumes.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ARNOLD—On Sept. 17, at Park-lane, Croydon, the wife of William Arnold, Esq., solicitor, of a son.

CARTER—On Sept. 21, at 34, Belsize-square, N.W., the wife of William Carter, solicitor, of a son.

CROSBY—On Sept 13, at Banbury, the wife of George Crosby, solicitor, of a son.

JACKMAN—On Sept. 20, at Lymington, Hants, the wife of Edwin Jackman, Esq., solicitor, of a daughter.

PURCELL—On Sept. 18, at the Edinburgh Mansions, Victoria-street, the wife of H. F. Purcell, Esq., barrister-at-law, of a son.

SAINT—On Sept. 19, at 67, Bessborough-street, St. George's-square, the wife of John I. H. Saint, Esq., barrister-at-law, of a daughter.

SWARBRECK—On Sept. 20, at Sowerby, near Thirsk, the wife of Charles McC. Swarbreck, solicitor, of a daughter.

MARRIAGES.

MARSDEN—COWLING—On Sept. 22, at St. George's Church, Hanover-square, London, Reginald Godfrey Marsden, barrister-at-law, to Edrica, younger daughter of the late John Cowling, barrister-at-law.

PURVIS—PEAT—On Sept. 17, at All Saints', Blackheath, Robert Purvis, of the Inner Temple, Esq., barrister-at-law, to Elizabeth Marion, elder daughter of William Henry Peat, Esq., of Blackheath, Kent.

SCOTT—KOE—On Sept. 23, at the parish church at Brighton, Frederick Henry Scott, of the Temple, barrister-at-law, to Edith, second daughter of the Rev. R. Louis Koe, M.A., of 11, St. Michael's-place, Brighton.

UNDERHILL—IRONMONGER—On Sept. 17, at St. John's Church, Wolverhampton, Arthur Underhill, of Lincoln's-inn, barrister-at-law, to Alice Lucy, younger daughter of M. Ironmonger, Esq., J.P., of Graisley.

DEATHS.

AMERY—On Sept. 11, at Eckington, Worcestershire, John Amery, Esq., F.S.A., barrister-at-law, D.L. and J.P. for the counties of Worcester and Stafford, aged 76.

MARSHALL—On Sept 22, at Godalming, Surrey, Henry Marshall, Esq., late clerk of the peace for Surrey, in the 80th year of his age.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

TUESDAY, Sept. 15, 1874.

LIMITED IN CHANCERY.

Tecoma Silver Mining Company, Limited.—Petition for winding up, presented Sept 8, directed to be heard before V.C. Hall, on Nov 6. Bayfus and Bayfus, Lincoln's inn fields, solicitors for the petitioner

FRIDAY, Sept. 18, 1874.

LIMITED IN CHANCERY.

Foreign Service Supply Company, Limited.—Petition for winding up, presented Sept 9, directed to be heard before V.C. Hall, on Nov 6. Wood, St, Paul's churchyard, solicitor for the petitioners.

TUESDAY, Sept. 22, 1874.

LIMITED IN CHANCERY.

British Honduras Company, Limited.—Petition for winding up presented Sept 11, directed to be heard before V.C. Hall, on Nov 6. Flux and Co, East India avenue, solicitors for the petitioners.

Malga Lead Company, Limited.—The M.R. has, by an order dated July 29, appointed Mr Henry Brown, Westminster chambers, Victoria st, to be official liquidator.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Sept 15, 1874.

Baldwin, Richard, Bacup, Lancashire, Greengrocer. Oct 20. Wright, Bacup

Becket, Richard, Eccleshall, Stafford, Gent. Oct 10. Brown, Birmingham

Betts, Judith, Banham, Norfolk. Oct 24. Clowes, New Buckenham

Hunt, William, Keppel st, Russell square, Gent. Dec 1. Witchell, Lansdown, Stroud

Kett-Tompson, Margaret Amelia, Witchingham Hall, Norfolk. Dec 1. Blake and Co, Norwich

Matthews, Amelia, Ovington square, Brompton. Nov 1. Digby and Liddle, Circus place, Finsbury Circus

Matthews, Frank, otherwise Francis Matthew, Linden grove, Bayswater Comedian. Nov 1. Digby and Liddle, Circus place. Finsbury Circus

Osman, William, New Cross, Brewer. Oct 31. Sympson and Co, Golden square, Regent st

Procter, David, Birmingham, Glass Dealer. Oct 31. Slingsby, Birmingham

Procter, Sabrina, Birmingham, Glass Dealer. Oct 31. Slingsby, Birmingham

Ruffell, James, Dunmow, Essex, Labourer. Oct 15. Wells, Paternoster row

Ruffell, John, Dunmow, Essex, Grocer's Assistant. Oct 15. Wells, Paternoster row

Seabourne, Peter, Sidcup, Kent, Licensed Victualler. Oct 24. Gammon, Barge yard, Bucklersbury

Tweddell, John, Low Walker, Northumberland, Gent. Nov 2. Mather and Co, Newcastle upon-Tyne

Witherington, John, Bulkington, Warwick, Farmer. Nov 2. Bland, Nuneaton

Yates, Hannah, Sheffield. Oct 30. Rodgers and Co, Sheffield

FRIDAY, Sept. 18, 1874.

Almond, Rev Robert White, Nottingham. Dec 29. Martin, Nottingham

Bagnold, Michael Edward, Upper Hamilton terrace, Major Gen. Nov 1. Bagnold, New square, Lincoln's inn

Baker, George, Farnham, Surrey, Yeoman. Oct 12. Hollest and Mason, Farnham

Bullock, William John, Holland rd, Kensington. Oct 31. Heritage, Nicholas lane

Challen, Benjaman, Cocking, Sussex, Yeoman. Dec 31. Curtis, Guildford

Challis, Thomas, Enfield, Middlesex, Esq. Dec 1. Walters and Gush, Finsbury circus

Clark, Thomas, Newcastle-upon-Tyne, Soda Water Manufacturer. Jan 1. Joel, Newcastle-upon-Tyne

Coalbank, Isaac, Fenchurch st, Merchant. Dec 1. Woodard, Ingram court, Fenchurch st

Colvin, Bazett David, Old Broad st, Esq. Dec 31. Freshfields and Williams, Bank buildings

Crawley, John, Wood st, Cheapside, Esq. Oct 20. Norris and Co, Bedford row

Gibbon, Henry Josiah, Holmescales, Westmoreland, Farmer. Oct 24 Bolton, Kendal

Hooper, John, Dorchester, Dorset, Gent. Oct 26. Andrews and Pope, Dorchester

Hooper, Sarah Allen, Dorchester, Dorset. Oct 26. Andrews and Pope, Dorchester

Hulme, Charles, Childwall, Lancashire, Farmer. Oct 16. Spencely, Lancashire

Illingworth, John, Kellington, York, Yeoman. Oct 28. Arundel, Pontefract

Julsing, Peter Hermann, Newcastle-upon-Tyne, Draper. Jan 1. Joel Newcastle-upon-Tyne

Mease, Solomon, North Shields, Durham, Chemical Manufacturer. Nov 2. Swan and Arnott, Newcastle-upon-Tyne

Packer, Moses, King's Cross rd, Butcher. Oct 12. Lovett and Son, Cricklade

Parrat, Andrew, Wreccleshan, Surrey, Yeoman. Nov 11. Holles, and Mason, Farnham

Rundall, James Wharton, Great Coram st, Russell square. Nov 1. Roberts, Godliman st, Doctors' commons

Seabourne, Peter, Sidcup, Kent, Licensed Victualler. Oct 24. Gammon, Barge rd, Bucklersbury

Small, Fanny Fuller, Prince of Wales rd, Haverstock hill. Nov 1. Elgood, Lincoln's inn fields

Small, John Perrior, Stonebridge terrace, Haggerston, Chemist. Nov 1. Elgood, Lincoln's inn fields

Spurgin, Eliza Susannah, Albion rd, Stoke Newington, Licensed Victualler. Oct 31. Layton, Budge row

Wheeley, Mary Keepen, Great Malvern, Worcester. Oct 31. Symonds, Hereford

TUESDAY, Sept. 22, 1874.

Annesley, Right Hon William, Richard, Earl of, county Down. Dec 1. Wallace and Co, Dublin

Bagnold, Michael Edward, Upper Hamilton terrace, Major Gen. Nov 1. Bagnold, New square, Lincoln's inn

Briggs, Charlotte, Sheffield. Jan 1. Creswick, Sheffield

Burgess, John, Leamington Priors, Warwick, Artist. Nov 2. Large, Leamington Priors

Carlton, Thomas Metcalfe, Thirsk, York, Merchant. Nov 2. Arrowsmith and Richardson, Thirsk

Chaloner, Edward, Liverpool, Timber Broker. Nov 15. Whitley and Maddock, Liverpool

Clayton, Philip, Northampton, Engineer. Oct 31. Glaisyer, Birmingham

Collings, Emma, Shirehampton, Gloucester. Oct 21. Cooke and Sons, Bristol

Dean, Henry, Colne, Lancashire, Gent. Nov 2. Robinson, Skipton

Eyton, Henrietta, Holywell, Flint. Oct 31. Gold and Co, Denbigh

Eyton, Sophia Anne, Holywell, Flint. Oct 31. Gold and Co, Denbigh

Fosbery, William Charles, Liverpool, Merchant. Nov 15 Whitley and Maddock, Liverpool

Goodess, Edward Iliff, Handsworth, Stafford, Gent. Oct 31. Griffin, Birmingham

Hacking, Lawrence, Witton, Lancashire, Stationer. Nov 21. Darley, Blackburn

Halliwell, John, Over Darwen, Lancashire, Cotton Manufacturer. Sept 30. Hindle, Darwen

Head, Ann, Burley, Southampton. Oct 31. Davy, Ringwood

Hellings, Sarah, Exeter. Nov 20. Bremridge, Exeter

Jackson, Rev William, Cleveland, York. Oct 31. Tyas and Huntington, King st, Cheapside

Leighton, Henry Francis, Bristol, Licensed Victualler. Nov 15. Heaven and Bowman, Bristol

Longstaff, Henry, Little Thorpe, Durham, Farmer. Nov 23. Hall, Sunderland

Loveland, William, Sevenoaks, Kent, Leather Seller. Oct 19. Drummond and Co, Croydon

Oldham, Edward, Accrington, Lancashire, Commission Agent. Oct 16. Whalley, Accrington

Prescott, John, Lydd, Kent, Grazier. Oct 30. Knocker, Dover

Richards, John, Perry Mill, Handsworth, Stafford, Farmer. Oct 31. Griffin, Birmingham

Stubbs, Christopher, York, Brompton, Retired Farmer. Nov 17. Hick, Scarborough

Surfleet, Richard, Tetney, Lincoln, Farmer. Dec 1, Allison, Louth

Twycross, Almon, Ramsbury, Wilts, Tailor. Oct 20. Rowland, Ramsbury

Wilkinson, Maria, Reepham, Lincoln. Nov 2. Allison, Louth

Williamson, William, Wakefield, York. Oct 31. Harrison and Smith, Wakefield

Wilson, Alfred, Newman st, Oxford street, Licensed Victualler. Nov 2. Pownall and Co, Staple inn

Bankrupts.

TUESDAY, Sept. 15, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Ridgway, Edward, Metropolitan Cattle Market, Licensed Victualler. Pet Sept 11. Murray. Oct 6 at 11

To Surrender in the Country.

Corner, Ellen, Cadishead, Lancashire, Innkeeper. Pet Sept 11. Lister. Salford, Oct 7 at 11

James, Henry, Sheffield, Accountant. Pet Sept 11. Wake. Sheffield, Oct 5 at 3

Kempner, Isaac, and Marks Goldman, South Shields, Durham, Jewellers. Pet Sept 12. Bradshaw. Newcastle, Sept 26 at 11

McGovern, Joseph Henry, Liverpool, Licensed Victualler. Pet Sept 16. Hime. Liverpool, Sept 28 at 2

Melandri, Giuseppe, Penarth, near Cardiff, Glamorgan, Ship Chandler. Pet Sept 12. Langley. Cardiff, Sept 29 at 11

O'Hara, Christopher, Everton, Liverpool, Merchant. Pet Sept 11. Hime. Liverpool, Sept 30 at 2

Pritchard, J D , Liverpool, Cooper. Pet Sept 11. Hime. Liverpool, Sept 29 at 2

Savage, Joseph, Cambridge, Slimbridge, Gloucester, Cattle Salesman. Pet Sept 12. Biddiford. Gloucester, Oct 3 at 12

FRIDAY, Sept. 18, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Clarke, John, and Edmund Thompson, Metropolitan Meat Market, Meat Salesman. Pet Sept 15. Spring-Rice. Sept 29 at 12

Gale, John Zouch, St James's square, Clerk. Pet Sept 14. Murray. Oct 2 at 11

To Surrender in the Country.

Harrison, David, Middlesborough, York, Grocer. Pet Sept 14. Crosby, Stockton-on-Tees, Sept 29 at 3

Lewis, Titus, Carmarthen, Hay and Timber Merchant. Pet Sept 12. Lloyd. Carmarthen, Oct 3 at 12

McGovern, Henry, Liverpool, Licensed Victualler. Pet Sept 10. Hime. Liverpool, Sept 28 at 2

McKnight, Thomas, Whitehaven, Cumberland, Commission Agent. Pet Sept 15. McKelvie. Whitehaven, Sept 30 at 11

Riddell, William, Whitchurch, Hampshire, Paper Manufacturer. Pet Sept 14. Nodder. Salisbury, Oct 5 at 2

TUESDAY, Sept. 22, 1874

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Crook, William James, Gracechurch st, Merchant. Pet Sept 18. Murray, Oct 2 at 11

Levy, Harris, Commercial rd East, Clothier. Pet Sept 18. Murray. Oct 2 at 11.30

To Surrender in the Country.

Asher, Jacob, Newcastle-upon-Tyne, Licensed Hawker. Pet Sept 19. Ingledew. Newcastle, Oct 6 at 12

Griffiths, Henry Thomas, Treherbert, Glamorgan, Tailor. Pet Sept 17. Spickett. Pontypridd, Oct 7 at 10

MacPherson, Alexander, Neath, Glamorgan, Draper. Pet Sept 15. Morgan. Neath, Oct 6 at 11

Morris, Hugh, Bettws Gwerfilgoch, Marioneth, Butter Merchant. Pet Sept 17. Reid. Wrexham, Oct 3 at 12

Oldfield, William, Bristol, Mineral Oil Merchant. Pet Sept 1. Harley. Bristol, Oct 2 at 12

Robinson, James, Stockport, Cheshire, Hat Manufacturer. Pet Sept 18. Hyde. Stockport, Oct 5 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Sept 22, 1874.

Wilkinson, Thomas George, Canterbury, Draper. Sept 18

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept 18, 1874.

Atkins, George, Great Holland, Essex, Builder. Sept 29 at 4 at offices of Jones, Butt rd, Colchester

Barry, Alexander, Little Britain, Baker. Oct 2 at 12 at offices of Young and Sons, Mark lane

Caradine, William Henry, Chipping Sodbury, Gloucester, Bootmaker. Sept 20 at 12 at offices of Hancock and Co, Guildhall, Bristol. Brittan and Co, Bristol

Charles, Thomas John, Barrow-in-Furness, Lancashire, Grocer. Sept 30 at 12 at offices of Williams, Strand, Barrow-in-Furness

Clarke, Thomas, Henry James Clarke, and Edward Clarke, King st, Old Ford rd, India Rubber Manufacturers. Oct 5 at 2 at offices of Briant, Winchester House, Old Broad st

Collins, Job, Birmingham, Painter. Sept 28 at 10.15 at offices of East, Colmore row, Birmingham

Comley, Henry Beeche, Newport, Monmouth, Baker. Sept 25 at 1 at offices of Lloyd and Lloyd, Bank chambers, Newport

Davies, John, Newchurch, Carmarthen, Farmer. Oct 2 at 11 at offices of Howell, Park st, Llanelly

De Liebenberg, Baron Leopold. St James's st, no occupation. Sept 26 at The Guildhall Tavern Gresham st. Froggatt, Argyll st, Regent st.

Dewhirst, John, Howden Clough, York, Dry Soap Manufacturer. Oct 2 at 10 at offices of Peal and Gaunt, Chapel lane, Bradford

Dyble, Robert Henry, Exmouth, Devon, Master Mariner. Oct 3 at 11 at the London Inn, Exmouth. Fryer

Evans, Ruth, Llandyssul, Cardigan, Licensed Victualler. Oct 2 at 2 at offices of Evans, Queen st, Carmarthen

Fidor, Thomas, Aston-juxta-Birmingham, Grocer. Sept 30 at 3 at offices of Parry, Bennett's hill, Birmingham

Fieldsend, Thomas, Bradford, York, Wool Dealer. Sept 29 at 3 at offices of Lees, sen, and Wilson, New Ivegate, Bradford

Fisher, William, Brampton, Cumberland, Hatter. Oct 1 at 11 at offices of Ramshay and Williams, Castle st, Carlisle

Fitzgerald, Charles, Mortlake, Surrey, Gent. Sept 26 at 12 at offices of Rees and Co, Chancery lane

Flynn, William, Manchester, Egg Merchant. Oct 2 at 2 at offices of Chew and Sons, Swan st, Manchester

Freeman, Charles Russell, Temple st, Harrow green, Carman. Oct 1 at 10 at offices of Peddell, Guildhall chambers, Basinghall st

Gardner, Ellen Catherine, Horton, Ilminster, Somerset. Oct 6 at 3 at offices of Paull, Ilminster

Gee, Joseph Benson, Clare, Suffolk, Schoolmaster. Oct 5 at 10.30 at offices of Evans and Co, Furnival st, Holborn

Gotto, Frederick, Leighton Buzzard, Bedford, Auctioneer. Sept 29 at 3 at offices of Dyke and Longstaffe, Berners st, Oxford st

Hands, George Joseph, Birmingham, Leather Cutter. Sept 30 at 11 at offices of Hodgson, Waterloo st, Birmingham

Harrison, William Thomas, Regent's square, Clerk. Oct 1 at 2 at offices of Goode, Marylebone rd

Hatlee, Henry, Portsea, Hants, Coal Merchant. Sept 23 at 4 at offices of King, North st, Portsea

Heard, William, Bristol, Milliner. Sept 26 at 12 at offices of Clarke, Corn st, Bristol

Hinton, Jane, Bewdley, Worcester, Grocer. Oct 6 at 1.30 at the George Hotel, Bewdley

Hooper, Joseph. St Mary-axe, Leather Merchant. Oct 1 at 2 at offices of Saffery and Huntley, Tooley st, Southwark

Jackson, Theophilus, Manchester, Silk Manufacturer. Oct 2 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Jago, Thomas, St John's rd, Hoxton, Builder. Oct 14 at 2 at offices of Parry, Guildhall chambers, Basinghall st

Jones, David Lewis, Treorky, Glamorgan, Ironmonger. Sept 30 at 12 at the Post Office chambers, Pontypridd. Rosser, Aberdare

Kuns, Frederick, Plumber st, City rd, Baker. Oct 5 at 12 at offices of Child, South square, Gray's inn

Lund, Christopher Henry, Warwick gardens, Kensington, Schoolmaster. Oct 10 at 3 at offices of Kidder, John st, Bedford row

Lyson, Edmund John, Hartford, Huntingdon, Surgeon. Sept 30 at 12 at the Inns of Court Hotel, Holborn. Hannyban, Huntingdon

Mahon, John, Spa rd, Bermondsey, Feather Merchant. Oct 1 at 4 at offices of Saffery and Huntley, Tooley st, Southwark

McCaul, James, Charles st, Grosvenor square, Saddler. Sept 28 at 2 at offices of Dod and Longstaffe, Berners st, Oxford st

McKenzie, William Carswell, Barrow-in-Furness, Lancashire, Tailor. Oct 5 at 11 at the Ship Hotel, Barrow-in-Furness. Jackson

McLintock, John, Liverpool, Jeweller. Oct 2 at 3 at offices of Hardman, Cook st, Liverpool

McLure, John, Birmingham, Tailor. Oct 7 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham

Miles, William Charles, Arthur st East, Newspaper Proprietor. Sept 12 at 2 at offices of Brighten, Bishopsgate st Without

Millington, Sarah Jane, Berthe Nathan, and Joseph Nathan, Birmingham, Milliners. Sept 30 at 2 at offices of Rogers, Circus place, Finsbury circus. Davies, Birmingham

Morris, John, Over Darwen, Lancashire, Shoe Dealer. Sept 30 at 12 at offices of Hindle, Bolton rd, Over Darwen

Murray, John, Bolton, Lancashire, Tea Dealer. Sept 30 at 3 at offices of Dutton, Acres field, Bolton

Myers, William Henry, Leeds, Grocer. Sept 30 at 1 at offices of Rooke and Midgley, Boar lane, Leeds

Ombler, Samuel, Kingston-upon-Hull, General Cooper. Sept 28 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

Owen, Daniel, and Richard Thomas, Llandilo, Carmarthen, Drapers. Sept 30 at 2.30 at the Townhall, Carmarthen. Lloyd, Haverfordwest

Page, Alfred Frank, Camberwell rd, Ham and Beef Warehouseman. Oct 5 at 1 at offices of Moss and Son, Gracechurch st

Partington, John Ellis, Bolton, Confectioner. Oct 5 at 3 at offices of Gooden, Mawdsley st, Bolton

Priestly, Samuel, Halifax, York, Butcher. Oct 5 at 3 at offices of Thomas Crossley st, Halifax

Radley, Henry John, Treverton st, Ladbrokegrove rd, Notting hill, Grocer. Sept 30 at 11 at offices of Russel, Coleman st

Slatter, Charles, Commercial place, Lewisham rd, Greenwich, Baker. Oct 1 at 2 at 15, Queen Elizabeth row, Greenwich

Sloyan, Dennis, Bury, Lancashire, Provision Dealer. Oct 2 at 3 at offices of Anderton, Garden st, Bury

Staples, Edward, Chrisp st, Poplar, Cheesemonger. Sept 30 at 1 at offices of Carter and Bell, Leadenhall st

Tripp, Samuel, Compton Martin, Somerset, Farmer. Oct 8 at 1 at offices of Bowman, Nicholas st, Bristol. Roper

Utton, Tom, High st. Whitechapel rd, Hosier. Sept 29 at 3 at offices of Ody, Trinity st, Southwark

Van Abbott, George Washington, Princes st, Cavendish square, Dealer in Invalids' Food. Sept 28 at 2 at offices of Cattlin, Guild hall yard

Wickham, George, Hove, Sussex, Builder. Oct 5 at 3 at 7, Union st, Brighton. Chalk, Brighton

Wilkinson, Martha, Thornhill Lees, York, out of business. Oct 6 at 12 at the Scarborough Hotel, Dewsbury. Walker

Wilson, James, Earlsheaton, York, Blanket Manufacturer. Oct 6 at 3 at the Station Hotel, Batley. Scholefield and Taylor, Batley

Wood, Arthur Westley, Evesham, Worcester, Coal Merchant. Sept 28 at 3 at offices of Tree, Sansome st, Worcester

Woodhead, William, Bowling, Bradford, York, Worsted Manufacturer. Sept 30 at 11 at offices of Terry and Robinson, Market st, Bradford

Wright, George, Crippiegate buildings, Mantle Manufacturer. Oct 5 at 99, Cheapside. Pass, Pancras lane